

ORIGINAL

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CLERK OF DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

BY RS DEPUTY

1 WEISS & JONES
Philip E. Weiss, Esq.
2 1551 Shelter Island Drive
San Diego, California 92106
3 Telephone: (619) 225-8884
Facsimile: (619) 225-8801

4 Attorneys for Plaintiff
5 Bartell Hotels, a California Limited Partnership,
dba Half Moon Anchorage
6
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8 UNITED STATES DISTRICT COURT
9 SOUTHERN DISTRICT OF CALIFORNIA

10 '07CV 2097 L

BLM

11 BARTELL HOTELS, A California Limited
Partnership, dba HALF MOON ANCHORAGE,

12 Plaintiff,

13 v.

14 M/Y CLAIRE IRENE, a 1968 Owens Motor
15 Yacht of Approximately 40-Foot In Length And
16 11-Foot In Beam, Bearing California D.M.V.
Registration No. CF 8646 ED, AND ALL OF
17 HER ENGINES, TACKLE, ACCESSORIES,
EQUIPMENT, FURNISHINGS AND
18 APPURTENANCES, *in rem*,

19 Defendant.

Case No.

IN ADMIRALTY

VERIFIED COMPLAINT FOR
VESSEL ARREST,
INTERLOCUTORY SALE AND
FOR MONEY DAMAGES FOR
TRESPASS BY VESSEL, BREACH
OF CONTRACT FOR
NECESSARIES, AND *QUANTUM*
MERUIT

F.R.C.P. Supplemental Admiralty
Rules C and E.

20 Plaintiff alleges:

21 JURISDICTION

22 1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the
23 Federal Rules of Civil Procedure and jurisdiction is based on 28 U.S.C. section 1333(1).
24 Plaintiff brings this action on its own behalf and on behalf of all parties who were, are or may
25 become interested in all or part of the *res* which is the subject of this litigation, as their
26 interests may appear.

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VERIFIED COMPLAINT FOR VESSEL ARREST, INTERLOCUTORY
SALE AND FOR MONEY DAMAGES FOR TRESPASS, BREACH OF,
CONTRACT FOR NECESSARIES AND QUANTUM MERUIT,

-1-

Case No. _____

1 **PARTIES**

2 2. Plaintiff BARTELL HOTELS, a California Limited Partnership, dba HALF
3 MOON ANCHORAGE ("PLAINTIFF"), is a California Limited Liability Partnership, duly
4 organized and existing by virtue of law. It maintains a leasehold interest in that certain 180-
5 slip marina known as "Half Moon Anchorage," located at 2303 Shelter Island Drive, San
6 Diego, California (hereinafter the "Marina").

7 3. The DEFENDANT VESSEL, is a 40-foot 1968 Owens motor yacht. She is of
8 wood Accordingly, as a consequence of the foregoing, as of October 31, 2007 PLAINTIFF
9 has been damaged in a sum of not less than \$4,389.00, the total of the arrearages on the date
10 of termination of the wharfage contract (\$1,929.60), plus \$2,460.00 (\$60.00 per day in
11 transient wharfage fees beginning September 21, 2007 to October 31, 2007 (41 days),
12 calculated at the Marina's usual rate of \$1.50 per foot per day), plus prejudgment interest,
13 plus *custodia legis* expenses and all other costs of suit, no part of which has been paid. en
14 construction and believed to be in poor and unseaworthy condition, having not been
15 maintained literally for years. On one occasion the former marina owner's employees were
16 forced to dewater the DEFENDANT VESSEL, to prevent her from sinking. She is now or
17 formerly was registered with the California Department of Motor Vehicles under CF No. CF
18 8646 ED. She is now within the waters of the Southern District of California and within the
19 jurisdiction of this Honorable Court. The DEFENDANT VESSEL is neither now, nor has
20 she at any relevant time been, equipped with a permanent continuous hookup to a shoreside
21 sewage system, and therefore as a statutory matter she is not and cannot be a "floating home"
22 within the meaning of the California Floating Home Residency Law (Cal. Civil Code section
23 800.4). The wharfage contract pursuant to which the DEFENDANT VESSEL has occupied
24 space at the Marina is hence an ordinary commercial contract which is freely terminable.
25 Derfus v. Far West Villa Del Mar, Ltd., 471 F. Supp. 1082 (C.D.C.A. 1979) (so recognizing,
26 rejecting argument boat owner is entitled to notice of good cause for termination and
27 opportunity for impartial hearing, and holding "[t]he right to dock one's boat at a particular
28 berth or marina cannot be equated with the right to decent low-cost housing even if one

FIRST COUNT**(Trespass – Against Defendant Vessel)**

4. PLAINTIFF refers to Paragraphs 1 through 3 of this Verified Complaint and incorporates them as though fully set forth herein.

5. PLAINTIFF purchased Half Moon Anchorage (hereinafter the “Marina”) in January, 2007. At that time the DEFENDANT VESSEL had already been there for years, apparently since at least 2001. PLAINTIFF is informed and believes and thereon alleges that, since March, 2001, the account for the DEFENDANT VESSEL has been arrears on at least 15 occasions, and that on at least two occasions, most recently in June, 2007, checks her owner tendered were returned for want of sufficient funds.

6. PLAINTIFF is informed and believes and thereon alleges that the owner of the DEFENDANT VESSEL and the previous owner of the Marina entered into a written contract (hereinafter the “Wharfage Contract”), pursuant to which the Marina owner was required to provide wharfage services, and the DEFENDANT VESSEL’s owner was required to timely tender monthly payments for such services.

7. PLAINTIFF is however informed and believes that the Wharfage Contract, as is manifestly typical in Southern California, provided for its free termination upon the provision by either party of 30 days’ or more advance notice of such termination.

8. PLAINTIFF is informed and believes that the owner of the DEFENDANT VESSEL, Mr. Kurt Hach, has alleged that the DEFENDANT VESSEL sustained damage as a result of misconduct engaged in by a Marina Manager that worked for the former owner of the Marina, before she was terminated. Notwithstanding the claimed damage occurred several years ago, *long before PLAINTIFF owned the Marina*, Mr. Hach recently inexplicably demanded “50,000 to \$70,000” from PLAINTIFF in compensation for such claimed damage. PLAINTIFF is informed and believes and thereon alleges the claimed damage occurred several years ago, that any potential statute of limitation regarding such claims has expired, and such claims would also be barred by the equitable doctrine of laches.

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1 9. After it purchased Half Moon Anchorage, in order to control risk and liability
2 and for other business reasons, PLAINTIFF carefully reviewed the existing circumstances
3 and procedures at the Marina and decided to make certain improvements and changes. This
4 included examining the vessels at the Marina in order to generally evaluate their condition,
5 verifying that all vessels located at the Marina were insured, and preparing a new wharfage
6 contract for review and execution vessel owners.

7 10. It appeared, upon PLAINTIFF's examination, that the 40 year old
8 DEFENDANT VESSEL was (as she still is) in poor condition, exhibiting evidence of dry rot,
9 years of growth on her bottom, blistering and peeling paint, with debris scattered aboard.

10 11. PLAINTIFF requested that all vessel owners for whom PLAINTIFF did not
11 have current evidence of vessel insurance, to provide such evidence. PLAINTIFF also
12 requested that vessel owners review and execute a new wharfage contract. Although a few
13 boat owners failed to provide the requested proof of insurance or declined to execute the new
14 wharfage contract and moved their vessels to other locations, the vast majority of boat
15 owners complied with these requests, did not exercise their right to terminate their wharfage
16 contracts, and they remain today at the Marina as tenants in good standing. PLAINTIFF also
17 dispatched a letter to all vessel owners, including Mr. Hach, notifying them they were free to
18 pick up a new Marina gate access card at the Marina Office. Although he claims to have
19 attempted to do so, once at 7:00 a.m. and again at 7:00 p.m., he has not during working hours
20 requested a new access card, as requested, at the Marina Office.

21 12. The owner of the DEFENDANT VESSEL (Mr. Hach), however, failed and
22 refused both to provide evidence of insurance and to execute and return the new wharfage
23 contract. Instead, he has refused to provide evidence of insurance and to execute a new
24 wharfage contract, apparently based on the notion that PLAINTIFF is somehow responsible
25 for physical damage to his vessel, notwithstanding that such damages (if any) occurred
26 literally *years before PLAINTIFF owned the Marina*.

27 13. As a consequence of the poor condition of the DEFENDANT VESSEL, her
28 continuing lack of any maintenance whatever and her owner's refusal to both provide proof

1 of insurance and to execute a new wharfage contract, PLAINTIFF became compelled to
2 terminate the wharfage contract for the DEFENDANT VESSEL. Accordingly, on August 17,
3 2007 PLAINTIFF's counsel dispatched via Certified U.S. Mail a letter to Mr. Hach in which
4 he was advised of the termination of his wharfage contract, effective 34 days from the date of
5 the letter – on September 20, 2007. A true and correct copy is attached as Exhibit A to the
6 Declaration of Philip E. Weiss in Support of Vessel Arrest, filed concurrently herewith. This
7 letter also explained the legal fiction indulged in admiralty that a vessel is a (juridical)
8 person, and hence if the DEFENDANT VESSEL was not removed by the specified date she
9 would become a trespasser and could be held accountable by way of a vessel arrest and
10 subsequent interlocutory vessel sale. This letter also reminded Mr. Hach that any allegations
11 he advanced concerning claimed damage to his vessel and financial and other misconduct by
12 a marina manager employed by a former owner are not properly addressed by PLAINTIFF,
13 the current owner of the Marina.

14 14. On the date specified for termination of the wharfage contract (August 20,
15 2007) PLAINTIFF's counsel contacted Mr. Hach, the owner of the DEFENDANT VESSEL,
16 to inquire as to why she had not been removed from the Marina and in order to ascertain his
17 intentions vis-a-vis removing her from the Marina. Mr. Hach did not agree to remove the
18 DEFENDANT VESSEL. To the contrary, he insisted that if PLAINTIFF did not pay him
19 \$50,000 to \$70,000, he would sue PLAINTIFF for \$1.2 million. He also indicated that he
20 believed that he would be unable to obtain another slip for his vessel, even if improved,
21 "because Homeland Security will not permit him to move."

22 15. Since September 21, 2007 the DEFENDANT VESSEL has occupied a slip at
23 PLAINTIFF's private marina without permission, authority or legal justification.

24 16. The DEFENDANT VESSEL, by and through her apparent and ostensible
25 owner has intruded onto and continue to intrude onto PLAINTIFF's premises, thereby
26 invading and interfering with PLAINTIFF's interest in the use, profits and enjoyment of its
27 waterfront business.

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17. The DEFENDANT VESSEL has not vacated PLAINTIFF's Marina, despite repeated demands, and she continues to occupy a slip at PLAINTIFF's Marina, without permission or authority of the PLAINTIFF, and in derogation of PLAINTIFF's interests in its real property.

18. Accordingly, as a consequence of the foregoing, as of October 31, 2007 PLAINTIFF has been damaged in a sum of not less than \$4,389.00, the total of the arrearages on the date of termination of the wharfage contract (\$1,929.60), plus \$2,460.00 (\$60.00 per day in transient wharfage fees beginning September 21, 2007 to October 31, 2007 (41 days), calculated at the Marina's usual rate of \$1.50 per foot per day), plus prejudgment interest, plus *custodia legis* expenses and all other costs of suit, no part of which has been paid.

SECOND COUNT

(Breach of Maritime Contract for Necessaries – Against All Defendants)

19. PLAINTIFF refers to Paragraphs 1 through 3 and 5 through 18 inclusive of this Complaint, and incorporates them as though fully set forth herein.

20. Whether pursuant to a written wharfage contract or an implied contract, the DEFENDANT VESSEL had an obligation, by and through her owner, to tender monthly wharfage payments, when due, for the provision of wharfage services. Such services constitute “necessaries” for purposes of the Commercial Instruments and Federal Maritime Lien Act (46 U.S.C. sections 31301, *et seq.*).

21. PLAINTIFF competently provided these services for the benefit of the DEFENDANT VESSEL, and continues to do so, notwithstanding her current status as a trespasser.

22. Whether written or implied, the wharfage contract between PLAINTIFF and the DEFENDANT VESSEL (and her owner) is freely terminable by either party upon providing the other with at least 30 days (the frequency of payment) advance notice.

23. PLAINTIFF's counsel provided 34 days' advance notice of the termination of the wharfage contract in his letter to the owner of the DEFENDANT VESSEL, which is dated August 17, 2007.

24. The DEFENDANT VESSEL, by and through her owner, failed and refused, and continues to fail and refuse, to vacate the Marina following termination of her wharfage contract, and she thereby is in active breach of said contract.

25. Accordingly, as a consequence of the foregoing, as of October 31, 2007 PLAINTIFF has been damaged in a sum of not less than \$4,389.00, the total of the arrearages on the date of termination of the wharfage contract (\$1,929.60), plus \$2,460.00 (\$60.00 per day in transient wharfage fees beginning September 21, 2007 to October 31, 2007 (41 days), calculated at the Marina's usual rate of \$1.50 per foot per day), plus prejudgment interest, plus *custodia legis* expenses and all other costs of suit, no part of which has been paid.

THIRD COUNT

(Quantum Meruit – Against Defendant Vessel)

26. PLAINTIFF refers to Paragraphs 1 through 3 and 5 through 18, and 20 through 25 inclusive of this Complaint, and incorporates them as though fully set forth herein.

27. PLAINTIFF provided valuable wharfage and other useful maritime necessities to the DEFENDANT VESSEL, for her benefit.

28. Wharfage and other maritime necessities were accepted by the DEFENDANT VESSEL and her owner, and enjoyed by them.

29. PLAINTIFF had and has a rightful expectation of payment for these maritime services, but not been paid for them.

30. Under the circumstances presented, not requiring payment for these services would result in the unjust enrichment by the DEFENDANT VESSEL and her owner.

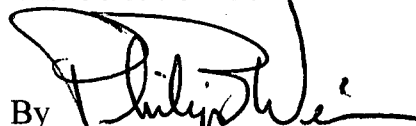
WHEREFORE, PLAINTIFF prays for process in due form of law and in accordance with the practices of this Honorable Court in cases of admiralty and maritime jurisdiction to be issued herein; that the DEFENDANT VESSEL be required to answer all and singular, the matters alleged above; that judgment be entered against the DEFENDANT VESSEL, *in rem*, for PLAINTIFF's damages in a sum according to proof, plus prejudgment interest, plus costs of suit (including attorneys' fees); that all persons interested in the DEFENDANT VESSEL, her engines, tackle, apparel, furniture and appurtenances, be cited

1 to answer this Verified Complaint; that DEFENDANT VESSEL be seized pursuant to the
2 Warrant of Arrest and condemned and sold to pay any judgment in favor of PLAINTIFF; and
3 that it be awarded such other and further relief as this Honorable Court may deem just and
4 proper.

5 October 31, 2007

Respectfully submitted,

WEISS & JONES

7
8 By 

9 Philip E. Weiss, Esq.
10 Attorneys for Plaintiff
11 Bartell Hotels, a California Limited
12 Partnership, dba Half Moon Anchorage
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VERIFICATION

I, RICHARD BARTELL, declare under penalty of perjury under the laws of the United States and the State of California as follows:

1. I, the undersigned, am a General Partner of the Plaintiff in this action.
2. I certify I have read the foregoing Verified Complaint and know its contents.
3. The matters stated in the Verified Complaint are true of my own knowledge and belief except as to those matters stated on information and belief, and as to those matters, I believe them to be true.

Executed this 31 day of October, 2007 at San Diego, California.



Richard Bartell

1 WEISS & JONES
Philip E. Weiss, Esq. (No. 152523)
2 1551 Shelter Island Drive
San Diego, California 92106
3 Telephone: (619) 225-8884
Facsimile: (619) 225-8801
4

5 Attorneys for Plaintiff
Bartell Hotels, a California Limited Partnership,
6 dba Half Moon Anchorage
Attorney for Plaintiff
7

8 UNITED STATES DISTRICT COURT
9 SOUTHERN DISTRICT OF CALIFORNIA

10 '07CV 2097 L BLM

11 BARTELL HOTELS, A California Limited
Partnership, dba HALF MOON ANCHORAGE,

12 Plaintiff,

13 v.

14 M/Y CLAIRE IRENE, a 1968 Owens Motor
15 Yacht of Approximately 40-Foot In Length And
11-Foot In Beam, Bearing California D.M.V.
16 Registration No. CF 8646 ED, AND ALL OF
HER ENGINES, TACKLE, ACCESSORIES,
17 EQUIPMENT, FURNISHINGS AND
APPURTENANCES, *in rem*,

18 Defendant.
19

Case No.

IN ADMIRALTY

DECLARATION OF SERVICE

F.R.C.P. Supplemental Admiralty
Rules C and E.

46 U.S.C. Sections 30101-31343

20
21 DECLARATION OF SERVICE

22 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

23 I am employed in San Diego County, State of California. I am over the age of eighteen (18)
24 and not a party to this action; my business address is 1551 Shelter Island Drive, San Diego,
25 California 92106. On November 1, 2007, I served the following document(s) described as:

- 26 - Summons in a Civil Action
27 - Civil Cover Sheet

28 ///

DECLARATION OF SERVICE

- 1 – **Verified Complaint For Vessel Arrest, Interlocutory Sale And for Money Damages**
- 2 **for Trespass By Vessel, Breach Of Contract For Necessaries, and Quantum**
- 3 **Meruit**
- 4 – **Ex Parte Application for Order Authorizing Issuance of a Warrant for Arrest of**
- 5 **Defendant Vessel**
- 6 – **Declaration of Philip E. Weiss In Support of Vessel Arrest**
- 7 – **[Proposed] Order Authorizing Arrest of Defendant Vessel Pursuant to**
- 8 **Supplemental Admiralty Rule C**
- 9 – **Application for Appointment of Substitute Custodian and for Authorization for**
- 10 **Movement of Defendant Vessel**
- 11 – **Declaration of Richard Bartell In Support of Ex Parte Application for Order**
- 12 **Appointing Substitute Custodian**
- 13 – **[Proposed] Order Appointing Substitute Custodian and Authorizing Movement of**
- 14 **Vessel**
- 15 – **Warrant for Action In Rem**
- 16 – **Notice of Unavailability of Plaintiff's Counsel**

17 on the interested parties in Case No. _____ by placing ☐ the original

18 ☒ a true copy thereof enclosed in a sealed envelope addressed as follows:

19 Mr. Kurt Hach

20 19918 Chase Street

21 Canoga Park, CA 91306

22 ☐ **(BY PERSONAL SERVICE):** Personal service accomplished by ☐ attorney service or

23 ☐ _____, employed by Weiss & Jones.

24 ☐ **(BY FACSIMILE AS INDICATED ABOVE):** I caused the foregoing document(s) to be
25 sent via facsimile transmission to the above addressee(s) at the facsimile numbers indicated above.

26 ☒ **(BY CERTIFIED U.S. MAIL AS INDICATED ABOVE):** As follows: I am "readily
27 familiar" with the firm's practice of collection and processing correspondence for mailing. Under
28 that practice it would be deposited with U.S. Postal Service on that same day with postage thereon

1 fully prepaid at San Diego, California in the ordinary course of business. I am aware that on motion
2 of the party served, service is presumed invalid if postal cancellation date or postage meter date is
3 more than one day after deposit for mailing in affidavit.

4 ☐ (STATE): I declare under penalty of perjury under the laws of the State of California that
5 the foregoing is true and correct.

6 ☒ (FEDERAL): I declare that I am employed in the office of a member of the bar of this court
7 at whose direction the service was made.

8 Dated: November 1, 2007



Tamara Geehan

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ORIGINAL

JS 44 (Rev. 11/04)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

BARTELL HOTELS, A California Limited Partnership, dba HALF MOON ANCHORAGE

(b) County of Residence of First Listed Plaintiff San Diego
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)
Philip E. Weiss, Esq., Weiss & Jones (619) 225-8884
1551 Shelter Island Drive, San Diego, CA 92106

DEFENDANTS/M/Y CLAUDE IRENE, a 1968 Owens Motor Yacht
Of Approx. 40-Foot In Length & 11-Foot In Beam Bearing CA
DMV Registration No. CF 8647 ED & ALL OF HER ENGINES,
TACKLE ACCESSORIES & EQUIPMENT, San Diego

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

07CV 2097 L BLM

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☒ 3 Federal Question (U.S. Government Not a Party)
☐ 2 U.S. Government Defendant
☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input checked="" type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from another district (specify)
☐ 6 Multidistrict Litigation
☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): Commercial Instruments & Federal Maritime Lien Act, 46 U.S.C. sections 31301, et seq., Supplemental Admiralty Rules C and E
 Brief description of cause: For vessel arrest, interlocutory sale and satisfaction of maritime liens.

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION DEMAND \$4,389.00 + pre-judgment interest + \$60/day slip fee from 9/21/07 & COSTS
 CHECK YES only if demanded in complaint: JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

October 30, 2007

SIGNATURE OF ATTORNEY OF RECORD

Philip E. Weiss

FOR OFFICE USE ONLY

RECEIPT # 14470 AMOUNT \$350 APPLYING IFP no 11/1/07 JUDGE MAG. JUDGE

**UNITED STATES
DISTRICT COURT**
SOUTHERN DISTRICT OF CALIFORNIA
SAN DIEGO DIVISION

**# 144070 - KD
* * C O P Y * *
November 01, 2007
14:20:58**

Civ Fil Non-Pris

USAO #.: 07CV2097
Judge...: M. JAMES LORENZ
Amount.: \$350.00 CK
Check#.: BC 1078

Total-> \$350.00

**FROM: BARTELL HOTELS V IRENE, ET AL
CIVIL FILING**